



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

July 21, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO CONTRACT FOR ELEVATOR
MODERNIZATION AND MAINTENANCE – PUBLIC WORKS
ALHAMBRA HEADQUARTERS BUILDING
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to amend Contract No. 001217 for Elevator Modernization and Maintenance – Department of Public Works Headquarters to continue to provide continuous uninterrupted maintenance and service on the Department of Public Works' existing eight elevators located in their Alhambra Headquarters building and the existing two elevators in the adjacent annex building, and bring the two hydraulic elevators in the adjacent annex building up to current California elevator code standards during this maintenance extension.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve Amendment 2 to Contract No. 001217 with NAES Acquisition Corporation, d.b.a. Amtech Elevator Services, located in Downey, California, for Elevator Modernization and Maintenance – Headquarters, to enable this contract to continue for a two-year period with a one-year renewal option, starting July 28, 2009, at a contract sum of \$115,200 for the maintenance of the elevators; \$94,289 to complete mechanical upgrades to two elevators, for a total not to exceed amount of \$209,489; and a one year renewal option for maintenance at an annual sum of \$57,600, if applicable.
3. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for the two-year term; and to annually increase the contract amount up to an additional 10 percent of the annual contract sum for the option year for unforeseen, additional work within the scope of the contract, if required; and to adjust the contract sum to allow for the cost-of-living adjustments in accordance with the Amendment.
4. Authorize the Director of Public Works or her designee to execute the Amendment; to renew the contract for the additional renewal option if, in the opinion of the Director of Public Works, the NAES Acquisition Corporation, d.b.a. Amtech Elevator Services has successfully performed during the previous contract period and the services are still required; to approve and execute Amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide continuous uninterrupted maintenance and service on the Department of Public Works' (Public Works) existing eight elevators located in the Alhambra Headquarters building and the existing two elevators in the adjacent annex building, and bring the two hydraulic elevators in the adjacent annex building up to current California elevator code standards during this maintenance extension.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The Amendment is for a two-year term in an amount not to exceed \$209,489 with a one year renewal option at an additional cost of \$57,600; plus 10 percent of the contract sum for the two-year term and the option year for unforeseen, additional work within the scope of the contract; and any applicable annual cost-of-living adjustments in accordance with County Policy and terms of the Amendment.

This amount is based on the monthly amount of \$4,800 for a term of two years, \$94,289 for the mechanical repairs and upgrades of two annex building elevators, and a one-year renewal option for maintenance at \$57,600 (\$4,800 per month for 12 months), if applicable. The Board of Supervisors' direction on contract cost savings was not implement in this case, since the Amendment negotiation process for this contract was well underway prior to June 16, 2009.

Financing for this service is included in the Fiscal Year 2009-10 Proposed Flood Control District Fund Budget. Funds to finance the contract's second year, option year, 10 percent additional funding for contingencies, and any applicable cost-of-living adjustment will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this Amendment (Enclosed), the contractor will sign and County Counsel will review it as to form.

Your Board approved this contract on June 11, 2002, Synopsis No. 50. The contract commenced on July 1, 2002, for elevator modernization and maintenance for a total construction period of approximately 300 days, with a one-year warranty period and 60 month maintenance period. This contract is set to expire on July 27, 2009.

Your Board approved Amendment 1 to this contract on December 19, 2006, Agenda Item 62 to reflect an Assignment from Otis Elevator Company to NAES Acquisition Corporation, d.b.a. Amtech Elevator Services.

This Amendment will continue Contract No. 001217 with NAES Acquisition Corporation, d.b.a. Amtech Elevator Services for Elevator Modernization and Maintenance Headquarters to continue this contract for a term of two years, with a one-year renewal option starting on July 28, 2009. This Amendment will continue the contract's current terms and conditions as amended. The monthly maintenance cost was increased from \$3,491 to \$4,800 to account for increases in the State's prevailing wage from 2002 – 2008. This rate includes, at no additional charge to the County, paying for the annual permit and the associated permit processing costs; one-hour response time for failures and shut-downs; and routine inspections, maintenance, and repairs.

This Amendment includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

The Honorable Board of Supervisors

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ENVIRONMENTAL DOCUMENTATION

This service continues to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (d) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendment will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AMENDMENT 2 TO CONTRACT NO. 001217

ELEVATOR MODERNIZATION AND MAINTENANCE – HEADQUARTERS

THIS AMENDMENT, made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and NAES ACQUISITION CORPORATION, d.b.a. AMTECH ELEVATOR SERVICES, a corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001217 was entered into between the COUNTY and the CONTRACTOR, on July 1, 2002, to provide elevator modernization and maintenance services for the Headquarters facility and the adjacent annex building; commencing on July 1, 2002, for a construction period of approximately 300 days, with a one-year warranty period and 60-month maintenance period; and

WHEREAS, an Assignment, Assumption, and Consent to Assignment and Assumption was entered into between the COUNTY and the ASSIGNOR, on December 19, 2006; and

WHEREAS, the Contract is set to expire on July 27, 2009; and

WHEREAS, the parties desire to extend the contract for a term of two years, with one 1-year renewal option; and

WHEREAS, the CONTRACTOR is willing to continue to provide the service, under the Contract's existing terms and conditions, during the period as extended under this AMENDMENT; and

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001217 between them shall be amended as follows:

FIRST: The First paragraph of the Agreement, is hereby amended and modified to extend the expiration of the term of the Contract for a period of two years, with one 1-year renewal option, beginning on July 28, 2009, as follows:

- CONTRACTOR shall provide continuous performance of this Contract commencing on July 28, 2009, up to the maximum period of two years, with one 1-year renewal option.

SECOND: The not-to-exceed amount is \$209,489 for maintenance and upgrade for the two-year extension (\$4,800 per month plus \$94,289 for the mechanical upgrades) and \$57,600 (\$4,800 per month) for one renewal option year, if any, or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: The contract is amended to include Exhibit C, Section 14221 – Modernization of Elevators, attached hereto.

FOURTH: County may hold-back five percent (5%) of each invoice, including parts and labor (hereinafter "retention"), approved by the COUNTY for the mechanical upgrades of the two (2) annex building elevators (Elevator No. 9 and Elevator No. 10). The cumulative amount of retention for all invoices under this Amendment 2, shall not exceed ten percent (10%) of the total amount for the mechanical upgrades; and shall be due and payable within 60 days of final acceptance of both annex building elevators by the COUNTY. Retention does not apply to the routine maintenance portion of the Contract for Elevators No. 1 through No. 8.

FIFTH: The total amount for the mechanical upgrades of the two (2) Annex building elevators (Elevator No. 9 and Elevator No. 10) as outlined in Exhibit C, Section 14221 – Modernization of Elevators, shall not exceed \$94,289. The schedule of payment shall be as follows:

- Fifty percent (50%) of the amount for the mechanical upgrades (\$47,144.50), less retention, shall be due upon CONTRACTOR'S delivery of major equipment to COUNTY, payable by COUNTY within 30 days of delivery.
- Thirty percent (30%) of the amount for the mechanical upgrades (\$28,286.70), less retention, shall be due after completion of 10 full working days of the CONTRACTOR manning of the work site and after substantial completion of the project has been achieved as agreed upon by COUNTY and CONTRACTOR, payable by COUNTY within 30 days after due date.
- Ten percent (10%) of the amount for the mechanical upgrades (\$9,428.90), less retention, shall be due upon work completion and passing the final inspection by state certified elevator inspector for Elevator No. 9, upon acceptance by COUNTY of Elevator No. 9, and when Elevator No. 9 is put into public service, payable by COUNTY within 30 days after due date.
- Ten percent (10%) of the amount for the mechanical upgrades (\$9,428.90), less retention, shall be due upon work completion and passing the final inspection by state certified elevator inspector for Elevator No. 10, upon acceptance by COUNTY of the Elevator No. 10, and when Elevator No. 10 is put into public service, payable by COUNTY within 30 days after due date.

SIXTH: CONTRACTOR shall provide a 1-year warranty period on all parts and labor for the two (2) Annex elevators (Elevator No. 9 and Elevator No. 10) upon successful passing of the final inspection by the State of California and acceptance by the COUNTY. The warranty period may run concurrently with any maintenance period authorized by this Amendment 2.

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SEVENTH: Part I, Section 2.BD, Hour and Days of Maintenance Service, has been deleted in its entirety and replaced with the following language:

- Contractor shall provide elevator maintenance two (2) hours per day Monday through Friday for a total of at least 10 hours per week. Monday through Thursday maintenance shall be performed in the mornings, no later than 11 a.m., Friday maintenance shall be performed between the hours of 6:30 a.m. and 6 p.m.

EIGHTH: Beginning on July 1 of the following year of the Contract term, and thereafter on each succeeding July 1, the Director may adjust the rate of compensation set forth in Form PW-2 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding July 1. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

NINTH: Except as modified in the AMENDMENT, all terms, conditions, requirements, Form PW-2 (Schedule of Prices), and specifications of the Contract, as amended shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

NAES ACQUISITION CORPORATION,
d.b.a. AMTECH ELEVATOR SERVICES

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

**SECTION 14221
MODERNIZATION OF ELEVATORS**

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Work Included in This Section: Modernize two existing hydraulic elevators complete as shown and specified.
1. Modernize hydraulic passenger elevators Nos. 9 and 10 with new controls, signals and fixtures, hoistway wiring and recondition other equipment as specified.
- B. Examination of Site:
1. Contractor shall visit the building, examine the existing elevators, determine condition of all retained components; space conditions, power supply, mainline disconnect, and make all surveys necessary to meet the requirements of this specification.
 2. If any discrepancies are noted, or if work not specified is required, contractor shall bring such matters to the County's Representative's attention seven days prior to award. If no discrepancies are noted or exceptions taken, it is assumed that all conditions are satisfactory.
 3. All components specified as new shall be provided as new. All components specified to be retained may be provided as new at contractor's option subject to approval of County's Representative. All retained components are to be examined, cleaned, adjusted, repaired and/or replaced with new parts. Contractor must be willing to accept all retained equipment on full maintenance without prorating.
 4. All elevators shall be weighed before work begins to determine actual weight of car enclosures. Elevator Contractor shall keep a log of all equipment and weight removed and added to the suspension system. The Elevator Contractor is responsible for complying with CCR Title 8 Section 3000(h).
 5. Elevator Contractor shall provide temporary screens between elevators before construction starts and remove at completion of project.
 6. The Elevator Contractor shall assume responsibility and provide full maintenance of the elevator equipment upon award of this contract and shall continue such throughout the modernization.

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7. All elevator equipment not to be reused shall be promptly removed from the project premises by and become the property of the Elevator Contractor. Elevator Contractor shall correct any damage to building surfaces and surrounding areas.
- C. Related Work Included in This Section: Contractor shall visit the building, examine the existing conditions, power supply, mainline disconnect, and include all work needed to ensure a fully code compliant modernization. The elevator contractor or his sub-contractors shall perform this work, which may include but is not limited to the following:
 1. Electrical Work:
 - a. Power Feeders: Modification to existing or installation and connection of three phase power through fused mainline switches or circuit breakers and extended to terminals of controllers. Provide continuous ground where needed.
 - b. Light Circuits: Single-phase circuit through disconnect and extended to controller for car lights and fan.
 - c. Communication Circuit: Telephone circuit terminated at junction box of each controller.
 - d. Illumination: Lights, light switches and GFIC convenience outlets in pits and machine rooms.
 - e. Sensing Devices: Installation and or modification to smoke detectors, heat detectors or products of combustion sensors in elevator lobbies, machine rooms, hoistways and alternate fire recall floor with circuits terminated at junction box in machine rooms for emergency fire service operation.
 2. Barricades: Full height lockable barricade for protection of open hoistways during construction.
 3. Painting: Field painting of prime finish items constituting final finishes.
 4. Close Circuit T.V.: Including wire from machine room j-box to elevator car top j-box, connection in machine room and testing.

1.02 QUALITY ASSURANCE:

1. Manufacturer's Qualifications: The design, engineering and manufacture of major elevator components such as motor drive units, controllers, selectors, etc. shall be from manufactures that have been in the business for the last ten (10) years. Equipment proposed must have a

EXHIBIT C

history of successful operation under similar conditions for the last two (2) years.

2. Installer and Maintenance Qualifications: Installer must be licensed Elevator Contractor in the State of California.
 - a. Show evidence of successful experience in complete installation and maintenance of proposed manufacturer's elevator equipment for at least two (2) years.
 - b. Directly employ sufficient competent personnel within 50 miles of project to handle construction and maintenance duties.
 - c. Maintain local stock of parts adequate for replacement on permanent or emergency basis.
 - d. Be able to respond to trouble calls within one hour.
 - e. Offer the County agreement for continuing maintenance after expiration of maintenance period under this contract.

B. Requirements of Regulatory Agencies:

1. Codes: In accordance with the latest applicable edition requirements of the following and as specified:
 - a. A.D.A.: Americans with Disabilities Act.
 - b. ASME: American Society of Mechanical Engineers - A17.1; Safety Code for Elevators and Escalators.
 - c. CBC: Title 24; California Building Codes.
 - d. CCR: Titles 8; California Code of Regulations.
 - e. NEC: National Electric Code. NFPA-72
 - f. UBC: Uniform Building Code.
 - g. All local codes, which govern.
2. Permits: Arrange and pay for inspections by governing authorities and obtain operating permits.

1.03 SUBMITTALS:

- A. Shop Drawings: Submit three copies of the following prior to ordering any materials.
 - 1. Layouts: Plan of machinery spaces showing new equipment and existing equipment and clearances around equipment.
 - 2. Details: Submit details of fixtures.
- B. Samples: Provide samples of materials and finishes exposed to public view and additional, if specifically requested, 6 inch x 6 inch panels, 12 inch lengths or full size if smaller, as applicable.
- C. Operating Instructions: Submit manufacturer's literature describing system operations and special operations as specified.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Protect equipment during transportation, erection and construction. Store under cover to prevent damage due to weather conditions. Replace damaged materials. Storage space on site will be available.

1.05 SEQUENCING AND SCHEDULING:

- A. Schedule and be responsible for coordinating related work with other sub-contractors to avoid omissions and delays in job progress. Elevators shall not be removed from service until all equipment has been manufactured and delivered to the project site for all elevators.
 - 1. Schedule: Submit construction schedule indicating time required from award of contract to;
 - a. Equipment fabrication and delivery to site.
 - b. Installation testing and final acceptance of all elevators.
- B. Building Operations: The building will remain in operation during the execution of this contract. Cooperate with Building Management in scheduling work in such a way as not to cause interruption of or interference with the building operations.
- C. Electrical Shutdowns: Temporary electrical shutdowns will not be allowed except for brief periods to be scheduled for outside normal hours and that at least 48 hours in advance and approved by County's Representative.

1.06 PROJECT RECORD DOCUMENTS:

- A. As-Built Drawings: The Contractor shall maintain at the job site a separate and complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for such change. Changes, as they occur, will be marked on the record set of drawings on a daily basis. The monthly payment will be withheld until the County's Representative has verified that "as-built" corrections are current. Before final payment is authorized, the Contractor shall certify that all changes in the work are included on the drawings and will deliver such to the County's Representative.
- B. Record Drawings:
 - 1. The Contractor shall prepare "as-built" drawings in duplicate of any changes to electrical work on prints supplied by the County's Representative. During the course of construction, actual locations to scale shall be shown for all runs of mechanical and electrical work, installed in walls and floors or otherwise concealed. This shall cover all electrical wiring, whether in conduit or cable, duct work, etc. shall be located, in addition, by dimension. All services shall be identified in ink on the prints.
 - 2. In addition, the Contractor shall keep a complete record copy of the plans and specifications for the use in preparing "as-built" plans and specifications at the end of the job. The Contractor shall sign and date the prints and deliver them to the County's Representative.

1.07 NOISE CONTROL:

- A. The Contractor, in the preparation and the execution of the work, shall recognize the particular and mandatory requirements of the remodeling project due to the character of the work and the use occupancy of the building.
- B. Noise and vibration generated by this construction for this work may, at times, create a problem for the operations of the building. In the event the noise produced by the construction work conflicts with the building function, the Contractor, at the request of the County's Representative, shall reduce or stop the noise.
- C. The noise level shall be measured on the "A" Scale of a sound level meter as follows:
 - 1. With the meter located 3'-0" from the nearest staff work station to the elevator lobby, the sound level shall not exceed 75 dB.

2. With the meter located 3'-0" from each machine room door at floor level, the sound level shall not exceed 85 dB.
 3. With the meter located 3'-0" from any hoistway door at any level, the sound level shall not exceed 90 dB.
- D. Contractor shall perform all noisy work as directed by County's Representative.
- E. Types of noise generating work.
1. All heavy demolition (concrete walls and floors).
 2. All grinding, chipping, pounding, sanding and cutting of holes and core drilling.

1.08 WARRANTY:

- A. Provide special project warranty, signed by Contractor, Installer and Manufacturer, agreeing to replace/repair/restore defective materials and workmanship of all work performed which may develop within one (1) year from final date of completion and acceptance of the entire installation. "Defective" is hereby defined to include, but not by way of limitation, operation or control system failures, performances below required minimums, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise or vibration and similar unusual, unexpected and unsatisfactory conditions.

1.09 SUB-CONTRACTORS:

- A. The Contractor shall be solely responsible for any and all of the work done by his sub-contractor or other employees and all orders or instructions from the County's Representative shall be through him to them. It shall be the Contractor's duty to see that all of his sub-contractors commence their work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials; and that all damage caused by them or their workmen is properly made good by them or by himself at his cost. Contractor shall submit names of his sub-contractors for approval by the County's Representative, in a reasonable time prior to commencing work. County does not assume any liability, of any kind, for either accepting or rejecting a proposed subcontractor. Contractor is responsible the work of subcontractors.
- B. The use of sub-contractors is to be limited to work outside the scope of elevator construction work; example, patching, painting, coring of walls, marble work and refinishing.

PART 2 - PRODUCTS**2.01 DESCRIPTION OF SYSTEMS:**

A. Elevator No. 9-10:	Passenger Annex Building
1. Type:	Hydraulic Direct Plunger
2. Capacity:	Retain
3. Speed:	125 FPM
4. Stops:	Retain
5. Openings:	Retain
6. Travel:	Verify Existing
7. Control:	SCR Soft Start AC
8. Operation:	New MCE Microprocessor Duplex
9. Machine Location:	Remote
10. Special Operations:	Independent Service Fire Emergency Service Tenant Security
11. Door Operation:	Retain
12. Door Protection:	Retain
13. Guide Rails:	Retain
14. Guide Shoes:	Retain
15. Plunger Unit:	Retain
16. Cylinder Unit:	Retain
17. Seismic Valve:	Provide new
18. Buffers:	Retain
19. Car Frame & Platforms:	Retain
20. Power Unit:	Retain
21. Controllers:	Provide new MCE-HMC
22. Selector:	Provide new MCE tape system
23. Piping:	Retain
24. Car Operating Panels:	Provide new vandal resistant
25. Car Position Indicators:	Provide new
26. Service Cabinet:	Provide new

27. Communications:	Provide new
28. Hall Button Stations:	Retain Provide new Phase I Keyswitch
29. Car Lanterns:	Retain
30. Handicap Requirements:	Provide new
31. Wiring:	Provide new
32. Car Enclosure:	Retain
33. Hoistway Entrances:	Retain
34. Miscellaneous Items:	Key Operated Hoistway Access Seismic Requirements Card Reader Provisions

PART 3 - EXECUTION**3.01 GENERAL:**

- A. Contract Documents: Contractor shall examine existing conditions before commencing work. Any discrepancies which affect the elevator work or conditions adverse to the contractor's equipment shall be brought to County's Representative's attention at least seven (7) days prior to the Board of Supervisor's approval of Amendment 2. If no discrepancies are presented, changes required to accommodate contractors' equipment become the responsibility and cost to Contractor.

3.02 PREPARATION:

- A. Field Measurements: Field verify dimensions before proceeding with the work. Coordinate related work by other trades.

3.03 INSTALLATION:

- A. General: Install per manufacturer's requirements, those of regulatory agencies and as specified.
- B. Lubricate operating parts of systems as recommended by manufacturer.
- C. Graphics: Provide graphics visible to public as selected by County's Representative.
- D. Manufacturer's Nameplates: Manufacturer's nameplates, trademarks or logos not permitted on surfaces visible to public.
- E. Cleaning of The Installation: After the installation of each elevator has been completed and immediately prior to the carrying out of the tests, the machine

room and all equipment therein, the elevator hoistways including outside of car and all ledges and similar areas, the elevator pit and equipment therein, and all door hanger runners, guides, tracks and sills shall be thoroughly cleaned down, preferably with vacuum cleaning equipment, and all dust, fluff, dirt, grit, excessive oil and grease and rubbish shall be removed from site.

3.04 FIELD QUALITY CONTROL:

- A. Regulatory Agencies Inspection: Upon completion of elevators, Contractor shall provide instruments, weights and personnel to conduct test required by regulatory agencies. The Contractor shall submit a complete report describing the results of the tests.
- B. Examination and Testing: When installation is ready for final acceptance, notify and assist County in making a walk-through inspection of entire installation to assure workmanship and equipment complies with contract documents.
- C. Correction: Make corrections to defects or discrepancies at no cost to County. Should discrepancies be such that re-examination and retesting is required, the Elevator Contractor shall pay for all costs including those of County's representative fees.
- D. Final Acceptance: Final acceptance of the installation will be made only after all corrections are complete, final submittals and certificates received and the County is satisfied and the installation is complete in all respects. Final payment will not be made until the above is completed.

3.05 INSTRUCTIONS:

- A. Instruct County's personnel in proper use of each system. Contractor to provide a minimum of 10 hours of training. Training may include on the job maintenance or repair work done in conjunction with County employees.

3.06 MAINTENANCE:

- A. General: Provide complete continuing maintenance on entire elevator equipment during regular working hours on regular working days from award of contract, through construction and for a period of 12 months after completion and acceptance of all elevators.
- B. Examination: Include systematic examination, adjustment, and lubrication of elevator equipment whenever required and replacement of defective parts with parts of same manufacture as required for proper operation. Contractor not responsible for repairs to car enclosures, door panels, frames, sills or platform flooring resulting from normal usage or misuse, accidents and negligence for which Contractor is not responsible. Examinations shall be

performed monthly expending a minimum of one and hour per unit per visit performing preventative maintenance service.

C. Elevator Shutdowns:

1. Should any elevator become inoperative, repair within 24 hours of notification of such failure. Breakdown of major components shall be completed and service restored within 72 hours, absent extenuating circumstances, at the sole discretion of the County Representative.
2. Failure to comply with above, County may order the work done by other contractors at the Contractor's expense.
3. Devices repaired or replaced by others shall, nevertheless, become provided with maintenance by the Contractor who shall become completely responsible for correct operation of such devices for lifetime of this contract.

D. Follow-Up Tests: Test all safety devices and emergency operations at 6 month intervals or oftener and submit written report on each test. Make tests at times which do not interfere with building operation.

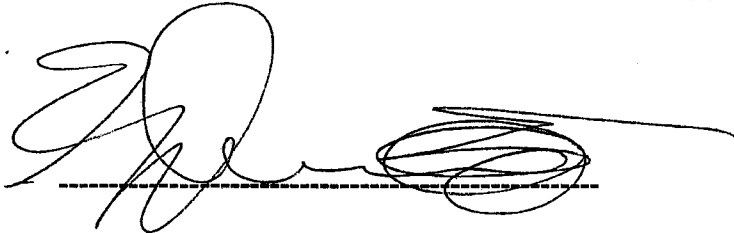
E. Maintenance Data: After completion, and prior to final acceptance, submit three sets of complete and accurate maintenance data specific for each elevator. Final payment will not be made until received.

1. Manuals: Describe proper use and maintenance of equipment, lubrication points, types of lubricants used and frequency of lubricant application.
2. Parts Catalogs: Complete listing of all parts of equipment and components used in the installation.
3. Wiring Diagrams: One set in machine room and three sets delivered to County. Wiring diagrams shall be as built, specific for this installation, and reference identification on drawings shall match points identified on terminals of controllers.
4. Maintenance Tool and Software Manuals: Provide maintenance tools and supporting software documentation required for the complete maintenance of the entire system including diagnostics and adjusting. Maintenance tool may be hand held or built into control system and shall be of the type not requiring recharging or reprogramming nor of the automatic destruct type. The tool and supporting software may be programmed to operate only with this project's identification serial numbering.

EXHIBIT C

- F. **Final Service and Inspection:** Two weeks before expiration of the year's maintenance, the equipment shall be lubricated, fully serviced, adjusted to the standards designated and emergency service operation devices shall be checked. A complete inspection will be made by a representative of the County.
- G. **Quotation:** Shall include cost of maintenance and materials as described above.

END OF SECTION

A handwritten signature in black ink, appearing to read 'E. J. Orrico III', is written over a horizontal dashed line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

E. J. ORRICO III

HKA ELEVATOR CONSULTING